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7 CashCall, Inc.

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10

11 KRISTA O'DONOVAN and EDUARDO
DE LA TORRE, individually and on behalf
12 of all others similarly situated,

13 Plaintiff,

14 vs.

15 CASHCALL, INC., a California
corporation, and DOES 1 through DOE 50,
16 inclusive,

17 Defendants.
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Case No. C 08-03174 MEJ

**DECLARATION OF HILARY HOLLAND
IN SUPPORT OF CASHCALL, INC.'S
OPPOSITION TO MOTION FOR
PARTIAL SUMMARY JUDGMENT OF
CONDITIONING CLAIM**

[Filed Concurrently with:
(1) Opposition to Motion for Partial Summary
Judgment;
(2) Controverting Statement of Facts;
(3) Declaration of Ethan Post;
(4) Request for Judicial Notice; and
(5) Notice of Lodging.]

Date: November 21, 2013
Time: 10:00 a.m.
Place: Courtroom B

Judge: Hon. Maria-Elena James

DECLARATION OF HILARY HOLLAND

I, Hilary Holland, declare and state as follows:

1. I am currently the Vice President of Production for CashCall, Inc. ("CashCall") and have been employed by CashCall since 2003. In my role as Vice President of Production, I am responsible for all aspects of loan origination. I have personal, first-hand knowledge of the matters stated herein, and, if called upon to do so, I could and would competently testify thereto.

2. CashCall makes unsecured personal loans to qualifying consumers. Borrowers have always been able to apply for a loan from CashCall by telephoning a CashCall loan agent, applying online through CashCall.com, or through some combination of the two.

3. As part of the loan application process, consumers must review and sign a four page Promissory Note and Disclosure Statement. Borrowers typically discuss the note with a CashCall loan agent before signing it.

4. During their "welcome call," which occurred after their loans were approved and funded, borrowers were again advised that payments would be automatically deducted from their checking account. The welcome call provided borrowers with the opportunity to, among other things, cancel their EFT authorization prior to ever making a payment, and change the date of their EFT payments. Borrowers in fact frequently did change the date of their EFT payments or cancel their authorization entirely during this call.

5. The welcome call also gave borrowers the opportunity to ask any questions they may have about any aspect of their loan, including the method for repaying the loan. Borrowers had the right to cancel the EFT Authorization at any time without penalty, including prior to the first payment, and make any or all of their loan payments by other means.

6. Attached hereto as Exhibit A is a true and correct copy of a recording of a telephone call that CashCall borrower Yosvin De Leon (an individual identified in Plaintiffs' Supplemental Disclosures) made to CashCall in March 2010. During this recording, which takes place prior to his loan funding, a CashCall loan agent advised Mr. De Leon that he could repay his loan by a variety of payment methods, including cashier's check, personal check or wire (i.e.

1 not simply by EFT payments). While the entire recording is contained in Exhibit A, the
 2 discussion of methods of payment can be found at 1:20-2:10 of the recording.

3 7. Attached hereto as Exhibit B is a true and correct copy of two pages from the
 4 CashCall New Hire Training Manual for Loan Agents (documents bates labeled CashCall 813-
 5 814). The section titled "E-Sign Agreement" states, in pertinent part, that during the application
 6 process and prior to funding, a prospective borrower must agree to receive all information and
 7 disclosures regarding the loan electronically. A prospective borrower that is applying via
 8 telephone will also be presented with this disclosure via a tape recorded message during the
 9 application process and before funding. Those applying online are required to review this
 10 disclosure and check a box agreeing to this condition during the application process. If a
 11 prospective borrower refuses to receive documents electronically, CashCall will not fund the
 12 loan. I am not aware of anyone refusing to receive information electronically during the
 13 application process.

14 I declare under penalty of perjury under the laws of the United States that the foregoing is
 15 true and correct and that this declaration was executed on October 31, 2013, at Orange, CA.

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17 Hilary Holland
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Exhibit A

